EXHIBIT G



May 17, 2021

Meyer Orbach
Orbit Sports Group, LLC
980 Sylvan Ave
Englewood Cliffs, NJ 07632
Sent Via Email: meyer@orbachgroup.com

RE: MTBLP Transaction

Dear Meyer:

As you are certainly aware, I was able to finalize a purchase agreement with Marc Lore and Alex Rodriguez last Friday. Until this point, I was hesitant to share all of the details as negotiations were on-going.

I have attached a copy of the Equity Interest Purchase Agreement (and all exhibits and schedules) ("<u>EIPA</u>") for your reference but ask that you maintain the confidentiality of this document in compliance with the terms of the EIPA.

As we had previously discussed, the key elements of this transaction are:

- The Purchase Price is \$1.5 billion less U.S. Bank debt, plus Cash and plus/minus Net Working Capital Adjustment. The Net Indebtedness will be repriced as of any call option closing. Relative to other proposals submitted, this enterprise value and purchase price construct is very favorable. <u>Exhibit E</u> shows examples of this calculation both as of the September 30, 2020 audit (\$1.348 billion) and based on the February 28, 2021 trial balance (\$1.369 billion).
- 2. The sale of a 20% limited partnership interest by Taylor Corporation to Lore and Rodriguez ("Closing Units"). This is the only purchase which Lore and Rodriguez are contractually obligated to complete and, if the Second Tranche is not exercised, they will simply be a limited partner on the same terms and conditions as all other limited partners.
- 3. The grant of an option to acquire:
 - a. an additional 20% limited partnership interest from Taylor Corporation on or before December 31, 2022 ("First Tranche");
 - an additional 40% interest consisting of the 8.2% general partnership interest held by Taylor Sports Group, Inc. combined with 31.8% limited partnership interests on or before December 31, 2023 ("Second Tranche"); and

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- the final 20% limited partnership interest on or before December 31, 2024 ("Third Tranche").
- 4. Options may be exercised early but must be exercised sequentially.
- If any options are not exercised prior to the respective expiration dates, that option and all subsequent options are void.
- 6. All representations and warranties regarding MTBLP are subject to a "material adverse effect" exemption and expire at Closing eliminating potential liability for any Seller Party (including non-Taylor limited partners who participate in the Second Tranche).
- 7. As shown in more detail on <u>Exhibit G</u>, the Second Tranche is the only option including any general partnership interests so a "Control Sale" for purposes of the MTBLP Partnership Agreement would not arise unless and until the Second Tranche option is exercised and consummated. Exercise of the Second Tranche option would also obligate Taylor Sports Group to exercise its drag rights under the MTBLP Partnership Agreement for any non-Taylor limited partners that have not previously reached an agreement with Lore and Rodriguez to maintain their limited partnership interests.
- Under <u>Exhibit I</u>, you will see that I retain all authority of the "Controlling Owner" under NBA rules and that Taylor Sports Group, Inc. will continue as the general partner unless and until completion of the Second Tranche option.
- 9. I will be establishing an Advisory Board on which Lore and Rodriguez would have seats. If you are willing, I would also like to have you join the Advisory Board. This would provide a further opportunity for you to assess whether you enjoy working with them and if you would like to retain your limited partnership interest with additional opportunity for additional appreciation in value.

After you have reviewed the EIPA, please let me know if you have additional questions or concerns that we should discuss.

I am also happy to facilitate an introduction to Marc and Alex if you would like me to do so. As I shared with you previously, they didn't feel it was appropriate to meet until they had finished their own agreement.

TAYLOR SPORTS GROUP, INC.

Glen A. Taylor

Chairman